

General terms and conditions for Addressed Mail Items (domestic) – 2019

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Part I. Scope and definitions

Unless otherwise agreed in writing, these general conditions apply to the Handling of addressed Mail Items by bpost within the scope of a Direct Mail Contract, a Letter Mail Items Contract and/or a Registered Mail Contract between the Customer and bpost.

Anything not clearly governed by these General Conditions for Addressed Mail Items (domestic) or in other parts of the Contract (including the liability of bpost and the Customer under this Contract), is subject to the General Conditions concerning services by bpost. The General Conditions for Addressed Mail Items (domestic) and the General Conditions concerning services by bpost can be consulted at any time at www.bpost.be/conditions and the Operational Guides can be consulted at any time at www.bpost.be/masspost.

Under these General Terms and Conditions, “Controller”, “Processor”, “Subject”, “Personal Data”, “Personal Data Breach” and “Processing” (and “Process”) have the same meaning as in the applicable legislation on the protection of personal data (including the General Data Protection Regulation 679/2016 (“GDPR”), hereinafter referred to as the “Privacy Regulation”).

The general or special conditions of the Customer or of third parties not being bpost are never applicable.

In these General Conditions for Addressed Mail Items (domestic) the following terms have the following meanings:

- **Acceding Authorised Sender:** the Authorised Senders that have signed one or more Contracts.
- **Address Recognition Rate (ARR):** the percentage of recognized addresses at the level of the building, which is calculated by dividing the number of recognized addresses by the total number of addresses provided for each Drop requiring the exchange of Electronic address files as per the Data Exchange Technical Guide.
- **Announcement:** final phase in Drop planning procedure as described in the MassPost Guide.
- **Authorised Sender:** the Customer or, if applicable, a Sender mentioned in the list of Authorised Senders in the Contract. If the Customer is a company, the Sender must be a company related to the Customer in the sense of article 11 of the Belgian Company Code through an exclusive control relationship as defined in article 8 of the Belgian Company Code. If the Customer is a public body or government, the Sender must be a legal part of that body or government.
- **Business Day:** a day other than Saturday, Sunday or a national public holiday in Belgium.
- **CO2-compensation:** a financial contribution, referred to in the Tariff Annex to offset the carbon emission connected to collecting, sorting and distributing Mail Items.
- **Contract:** the Contract containing specific arrangements between the Parties concerning their Group of Mail Items.
- **Customer:** the person or corporate body designated as the Customer in the Contract.
- **Data Exchange Technical Guide:** the Operational Guide regarding data exchange between bpost and the Customer via an Electronic address file.
- **Drop:** the drop made under the Contract at the same time and at the same Place of Drop in accordance with the provisions of the Contract and the MassPost Guide.
- **Drop Authorisation:** the document given to the Customer at the counter of the MassPost Centre, (if the Customer does not use e-MassPost) or that the Customer prints itself (if the Customer does use e-MassPost). This document contains the prescribed information on a Drop, as that document maybe adapted by bpost following the further checks it would subsequently perform on the Drop.
- **Drop Form:** the document prepared by the Customer in the form prescribed in the MassPost Guide that contains information on a Drop, including the type of Mail Item, the number of Mail Items and the Sorting Type.
- **Drop Summary:** the document given to the Customer making a Drop at the dock of the MassPost Centre, after that Drop has been compared with the information on the Drop Authorisation, as that document may be adapted by bpost following the further checks it subsequently performs on the Drop.
- **Direct Mail Item:** addressed Small Format, Large Format or Large+ Format Item that responds to the contractual definition of ‘Direct Mail’ as explained in the brochure “Access criteria for bpost’s Direct Mail Tariffs” available on the site www.bpost.be/directmail, under the ‘details’ tab.
- **DM Easy Mail Item:** Small Format, Large Format, Large+ Format or Direct Mail Item complying with the conditions in article A.2. of Part III of these General Conditions.
- **DM Connect Mail Item:** Small Format, Large Format or Large+ Format Direct Mail Item complying with the conditions in article A.3. of Part III of these General Conditions.
- **DM Pulse Mail Item:** Small Format or Large Format Direct Mail Item complying with the conditions in article A.5. of Part III of these General Conditions.
- **Early Validation Discount:** the Early Validation discounts as mentioned in Part III of these General Conditions.
- **e-MassPost:** the application available on the website of bpost (www.bpost.be/masspost) through which the Customer who has been given access to this application can supply and obtain electronic information regarding Drops under the Contract, as governed by the general conditions and the Operational Guide applicable to this application.
- **e-MassPost User Guide:** the Operational Guide regarding the operational and technical aspects of the use of the e-masspost application, the Mail ID+ application and Data Quality.
- **Electronic address file:** the file linked to the use of the Mail ID Technology and which contains, for each Mail Item:
 - the full address: street, house number (box number), postcode and town,
 - the number of the Mail ID barcode associated to the address,
 - where applicable, the name and first name of the addressee (or, if the addressee is a legal entity, its company name);

- **General Conditions:** the General Conditions for Addressed Mail Items (domestic).
- **General Conditions concerning services by bpost:** the general conditions governing all other services offered by bpost.
- **Group of Mail Items:** one of the following categories of Mail Items: Direct Mail Items, Letter Mail Items or Registered Mail Items.
- **Handling:** the receipt, sorting, transport and delivery of the Mail Items by bpost under these General Conditions for Addressed Mail Items (domestic).
- **Large Format Mail Item:** Mail Item that meets the conditions for Large Format Mail Items as mentioned in the MassPost Guide.
- **Large+ Format Mail Item:** Mail item that meets the conditions for Large+ Format Mail Items as mentioned in the MassPost Guide.
- **Letter:** addressed Small Format, Large Format or Large+ Format Mail Item that corresponds to the definition of 'lettre/brief' as mentioned in the Postal Legislation.
- **Mail ID Technology:** The technology - the use of which is subject to a prior certification process - enabling:
 - sending of Electronic address files; and
 - for each Mail Item in a Drop, printing of a unique Mail ID barcode (and, where applicable, a sequence reference code). The use of the Technology is detailed in the MassPost Guide, and in the Operational Data Exchange Guide;
- **Mail Items:** all domestic Mail Items that the Customer entrusts to bpost by virtue of and in accordance with these General Conditions for Addressed Mail Items (domestic) for the purpose of their Handling.
- **MassPost (Hyper)Centre:** one of the sites of bpost mentioned in Annex 6 to the MassPost Guide where the Drops under the Contract must be made.
- **MassPost Guide:** the Operational Guide containing the operational and technical aspects regarding the Drops, as modified from time to time.
- **Operational Guides:** the MassPost Guide, the e-MassPost Operational Guide, the Data Exchange Technical Guide and all other technical and operational guides (or instructions) published by bpost that relate to the Drops made at the MassPost (Hyper)Centres, as available at www.bpost.be/masspost.
- **Operational Discount:** the operational discounts as mentioned in Part III of these General Conditions.
- **Option Extra Large:** the option that entitles the Customer, by means of the payment of a supplement, to exceed the maximum dimensions of its Large+ Format Mail Items, within the limits as laid down in the MassPost Guide.
- **Party:** a party to the Contract, being bpost or the Customer according to the context.
- **Place of Drop:** one of the sites of bpost where a Drop is made.
- **Postal Legislation:** the Belgian act on postal services of 26 January 2018, the Belgian act reforming some economic state companies of 21 March 1991 and the Belgian act on the creation of bpost and certain postal services of 6 July 1971 and their respective implementation decrees, as amended from time to time.
- **Registered Mail Item:** Mail Item corresponding to the definition of 'envoi recommandé/ aangetekende zending' as mentioned in the Postal Legislation and with the dimensions and weight stated in the MassPost Guide.
- **Revenue Rebate:** a turnover-related rebate as mentioned in the Tariff Annex.
- **Sender:** the natural person or corporate body from whom (an) addressed message(s) to the addressee of a Mail Item or Mail Items originates.
- **Small Format Mail Item:** Mail Item that meets the conditions for Small Format Mail Items as mentioned in the MassPost Guide.
- **Sorting Type:** one of the following sorting types: 'Sorting Plan' or 'Round and sequence (Unique or Multi)' meeting the conditions as specified in the MassPost Guide.
- **Standard tariffs:** the standard tariffs of bpost for individual Mail Items paid for with stamps, as published from time to time at www.bpost.be
- **Tariff Annex:** the annex to the Contract containing the Tariffs.
- **Turnover Forecast:** the turnover the Customer expects to generate during the validity of the applicable Tariff Annex through the Drop of Mail Items of the same Group of Mail Items.
- **Weight Band:** every weight band as mentioned in the table in Part III B of these General Conditions.

Part II. General provisions

These general provisions are applicable to the Drop and Handling of all Groups of Mail Items.

1. Drop conditions

If the Customer uses the e-MassPost application or one of the services linked to this application, such as the Mail ID Technology, the Drops must be made not only in conformity with the following provisions, but also in conformity with the applicable general conditions and Operational Guides (including the e-MassPost User Guide and the Data Exchange Technical Guide).

1.1. Preparation

1.1.1. The Mail Items must be prepared as described in the MassPost Guide.

1.1.2. All material made available to the Customer by bpost (such as trays, bags and containers) under the Contract remains the property of bpost. The Customer shall return this material to bpost on first request of bpost. The Customer undertakes to use this material with due care and solely for the Drop of Mail Items under the Contract. The Customer is responsible for all damage to the material that is not normal wear and tear and shall compensate bpost for any such damage in full.

1.2. Addressing

The addressing instructions with which the Mail Items must comply are set forth in the Operational Guides.

1.3. Drop procedures

1.3.1. Announcement and Drop.

The applicable Drop procedures as described below and in the MassPost Guide, and where applicable in the Contract, must be complied with during the Drop of Mail Items.

The Customer must announce each Drop in advance. If the Customer does not use the e-MassPost application, this Announcement must be made by means of the handover of a Drop Form at the counter of the MassPost (Hyper)Centre. In the event of a valid Drop Form, the Customer receives a Drop Authorisation at the counter that it can use to drop its Mail Items at the dock of the MassPost (Hyper)Centre.

If the Customer uses the e-MassPost application, no Drop Form has to be handed over at the counter of the MassPost Centre, but the Customer prints the Drop Authorisation itself and can accordingly drop the Mail Items immediately at the dock.

Once in the possession of the Drop Authorisation, the Customer may go to the dock. The Drop Authorisation is scanned on site and the Mail Items are dropped. In case of Drop of Direct Mail Items, the Customer must also add two (2) specimens of the Direct Mail Item to each Drop Form or Drop Authorisation. Under the Direct Mail Contract, the Customer authorises bpost to check the content of the Direct Mail Items. If the Direct Mail Items are not dropped in envelopes that can be opened and closed again without causing damage to the Mail Item, or in the form of cards or in plastic film, bpost reserves the right to open the Direct Mail Items and after checking the contents place them in a closed packaging, accompanied by an explanatory message to the addressee.

The information mentioned in the Drop Form and the Drop Authorisation as submitted at the Drop is binding on the Customer. The Drops are checked at the dock against the information on the corresponding Drop Authorisations.

After these checks, the Customer receives a Drop Summary with information on its Drop. If the Customer uses the e-MassPost application, the Drop Summary will be provided in electronic form. bpost may change the Drop Summary at any time following any further checks that bpost subsequently performs on the Drops pursuant to article 1.5 below. The Customer is notified of any such changes in writing.

Every person who drops Mail Items on behalf of a Customer must be in possession of an authorisation to bind the Customer under the Contract, without prejudice to the provisions of article 1.6.3 below.

1.3.2. Planning.

The Customer can plan every Drop in advance in accordance with the MassPost Guide. The Customer is obliged to plan the Drops falling within the scope of articles 4.2 and 5.2 of Part III (A) of these General Conditions as well as certain large Drops falling within the scope of article 2.2 and 3.2 of Part III (A) of these General Conditions as specified in the same articles.

1.3.3. Spread Drop.

The Customer can spread large Drops (except DM Easy Drops) in accordance with the applicable provisions of the MassPost Guide. This implies that Mail Items belonging to the same Drop Form or the same Drop Authorisation can be dropped at different times on the same day and still be considered to be part of the same Drop. bpost reserves the right to ask for such a spread for very large Drops (as defined in the MassPost Guide).

1.3.4. Split Drop.

A split Drop is a Drop comprising Items dropped over more than one Business Day in accordance with the operational conditions described in the Operational MassPost Guide.

A Drop comprising more than 200,000 Small, Large or Large+ Format Mail Items must be announced through e-MassPost no less than 30 calendar days prior to the Drop date.

bpost (Planning & Forecasting) and the Customer agree to the scheduling of a split Drop to avoid a capacity overload that could compromise Mail Item handling and/or delivery terms ("agreed split Drop").

The same tariff conditions apply to an agreed split Drop:

- Booking Discount (if applicable) on the total volume of the Drop;
- SortSize Discount (if applicable) on the total volume of the Drop.

If bpost and the Customer are unable to reach agreement, the following rules apply:

- If the Customer makes the entire Drop on the same day, it will be granted Booking and SortSize Discounts (if applicable) on the total volume of the Drop; however, the delivery terms normally applicable to those Mail Items will not be guaranteed;
- If the Customer makes the Drop over more than one day, each partial Drop will be deemed to be a separate Drop.

Furthermore, within the framework of an Agreed Split Drop, if the Client does not make each partial Drop in accordance with the Booking and fails to comply with the possible changes applicable to the Booking (as defined in the special conditions for Direct Mail Items), each partial Drop will be deemed to be a separate Drop. A Drop comprising more than

100,000 Direct Mail Items weighing more than 1 kg must always be split.

1.4. Place of Drop

1.4.1. The Drops of Direct Mail Items and the Drops of Letter Mail Items of the Customer under these General Conditions for Addressed Mail Items (domestic) must be made in one of the MassPost (Hyper)Centres in accordance with the provisions of Part III of these General Conditions and the provisions of the MassPost Guide.

1.4.2. The Drops of Registered Mail Items of the Customer under these General Conditions for Addressed (domestic) must be made in one of the MassPost (Hyper)Centres in accordance with the provisions of the MassPost Guide.

1.5. Checks

1.5.1. bpost reserves the right to conduct all necessary checks, including checks after the distribution of the Mail Items, to ensure the proper performance of the Contract by the Customer (including checks on the compliance of the Customer with the MassPost Guide and checks to verify whether the operational characteristics entitling the Customer to the Operational Discounts mentioned in Part III of these General Conditions have been observed). The checks conducted in the absence of the Customer can also be invoked against the Customer.

1.5.2 If an inconsistency remains between information provided by the Customer and the information of which bpost disposes on the basis of the checks conducted by it, the information of bpost shall prevail.

1.5.3. Any infringement as established may give rise to the application of article 6.3 of these General Conditions for Addressed Mail Items (domestic).

1.6. Authorised Senders and third parties

1.6.1. Drops under the Contract may be made only by Authorised Senders.

1.6.2. Without prejudice to article 1.6.3 below and regardless of the identity of the Authorised Sender, the Customer is entirely responsible for the respect by all Authorised Senders of the obligations under the Contract.

1.6.3. Only the Customer is invoiced by bpost under the Contract. If the Customer wishes another entity to be invoiced under the Contract, the following cumulative conditions must be fulfilled:

- the entity must be an Authorised Sender included in the list of Authorised Senders in the Contract; and
- the entity must have signed the Contract in question.

1.6.4. The following rules apply to the Contract to which one or more Acceding Authorised Senders have acceded:

- the Acceding Authorised Sender may drop only Mail Items for which it is the Sender under the Contract it has acceded to;
- the Acceding Authorised Sender is directly responsible vis-à-vis bpost for the payment of the invoices and fulfilment of the operational conditions and contractual obligations with respect to the Drops it has made; the Acceding Authorised Sender is subject to the same contractual conditions that are applicable to the Customer;
- the Acceding Authorised Sender has the same rights vis-à-vis bpost as those of the Customer by virtue of the Contract, it being understood that these rights shall be limited to the rights regarding the Mail Items belonging to the Acceding Authorised Sender, with the exception of what is explicitly stipulated in this article 1.6.4. The performance by bpost of an obligation shall release bpost vis-à-vis both the Customer and the Acceding Authorised Sender;
- the Customer is the only contact person of bpost under the Contract and is duly authorised by the Acceding Authorised Sender to represent the Acceding Authorised Sender vis-à-vis bpost for the exercise of its rights and for all other actions or notifications under the Contract. The Acceding Authorised Sender undertakes not to act directly against bpost under the Contract;
- the Customer guarantees the payment of all invoices and the fulfilment of all other operational and contractual provisions by the Acceding Authorised Senders and waives in this regard all exceptions of the guarantor; if, at the expiry of the applicable Tariff Annex, the turnover actually generated by the Customer exceeds or does not achieve the Turnover Forecast, the tariffs and, as the case may be, the invoices or credit notes following such an adjustment of the tariffs will be adapted only vis-à-vis the Customer;
- only the Customer may conclude a direct debit, grant a bank guarantee or transfer an advance payment, in accordance with article 4.2.2 below. That guarantee must cover the full value of the Contract, including all the obligations of the Acceding Authorised Senders.

1.6.5. The Customer must indemnify bpost against all claims that could be made against bpost by senders (other than Acceding Authorised Senders) in relation to Mail Items dropped under the Contract.

1.6.6. The Customer can assign the physical Drop of Mail Items under this Contract to an agent, who shall carry out this Drop in the name of and on behalf of the Customer. bpost shall in that case be entitled to require a valid written authorisation from the Customer as a condition of the acceptance of the Drops in question.

1.7. Contract renewal by means of the acceptance of a new Tariff Annex

1.7.1. Tariff Annexes accepted by means of an electronic accept button.

If the Customer wishes to accept the Tariff Annex by means of an electronic accept button, the Customer must click the accept button after reading and accepting the content of the Tariff Annex. By clicking this accept button the Customer unconditionally accepts the content of the Tariff Annex and this acceptance is automatically sent to bpost. The Contract is deemed to be renewed when bpost takes receipt of the new Tariff Annex that has been accepted without change. Late acceptance may prevent the entry into force of the Tariff Annex. The renewal of the Contract enters into force no earlier than the later of the following two dates:

- (i) the date of entry into force defined in the Tariff Annex; and
- (ii) the day of receipt by bpost of the Tariff Annex that has been accepted without change.

The Parties agree that clicking the accept button equates to accepting the Tariff Annex, is comparable to a handwritten signature and meets the demands of Article 1322, paragraph 2 of the Civil Code.

1.7.2. Tariff Annexes accepted in a way other than by means of an electronic accept button.

If the Tariff annex must be renewed by means of a (handwritten or electronic) signature, it will be sent to the Customer by email by means of a hyperlink or delivered personally to the Customer in duplicate. Once the Customer has read and accepted the content of the Tariff Annex, the Customer must sign the Tariff Annex (in duplicate) either in handwriting or electronically.

If the Customer wishes to sign the Tariff Annex in handwriting, the Customer must send it back to bpost in one of the following ways:

- by mail to bpost - attn. Service Centre Contract - Centre Monnaie, 1000 Brussels (in duplicate);
- by fax to +32 (0)2 276 30 60, provided it is sent by mail at the same time;
- by email (scanned version) to contract@bpost.be, provided it is sent by mail at the same time.

If the Customer wishes to sign the Tariff Annex electronically, one of the Customer's legal representatives may do so using his or her e-ID card issued by the Belgian State or his or her advanced electronic signature on the basis of a certificate issued by an accredited certification service provider in Belgium. The use of other types of electronic signature prevents the Contract from being renewed. The Tariff Annex must be signed electronically. By signing the Tariff Annex electronically the Customer unconditionally accepts the content of the Tariff Annex and this acceptance is automatically sent to bpost.

In addition to the legal stipulations, the Parties agree that the electronic signature created by the Customer's e-ID card or by means of an advanced electronic signature on the basis

of a certificate issued by an accredited certification service provider in Belgium is comparable to a handwritten signature and meets the demands of article 1322, paragraph 2 of the Civil Code. In addition, the Parties agree that the electronic signature always carries all the legal consequences attributed to it by law vis-à-vis bpost, its Customers and third parties.

2. Franking

The Customer has the choice between paying for franking on its Small Format, Large Format and Large+ Format Mail Items by means of a Franking Mark PP or by means of a franking machine in accordance with articles 2.1 or 2.2 below. Franking by means of a franking machine is not authorised for Registered Mail Items. Franking by means of stamps is not authorised under the Contract.

2.1. Franking by means of a Franking Mark Postage Paid (PP)

2.1.1. If the Customer opts to pay the franking on the Mail Items under the Contract by means of a Franking Mark Postage Paid it will be allocated an authorisation number (Postage Paid (PP) number). The mentions that need to be included are indicated in the Operational Guides.

2.1.2. The PP number allocated to the Customer under the Contract cannot be used by the Customer for Drops outside the scope of the Contract, except for Drops of Mail Items for which it is the Sender and for which bpost permits payment of franking by means of a Franking Mark Postage Paid and insofar as these Drops:

- (i) fulfil the conditions defined for (non-contractual) DM Easy Drops or for Clean Mail Drops, as well as the franking by means of a Franking Mark Postal Paid conditions;
- (ii) these Drops are made at an authorised Place of Drop; and
- (iii) they are accompanied by an appropriate Drop Authorization.

2.2. Franking machine

The Customer can also pay the franking on its Small Format, Large Format and Large+ Format Mail Items by means of a Franking machine. To this end the Customer must conclude (a) separate Agreement(s) with bpost on the use (and the remote top-up) of the Franking machine and the conditions of this/ these Agreement(s) and of the Operational Guides are also applicable.

3. Tariffs

The tariffs stated in the relevant Tariff Annex apply to the Handling of Mail Items under these General Conditions for Addressed Mail Items. Those tariffs apply for the entire duration of the relevant Tariff Annex. Prices are exclusive VAT. VAT, all other indirect taxes, all taxes, duties and levies of any

nature (but excluding taxes on income and profit) assessed or to be assessed in the future by or with the authorization of any public authority with respect to or as a result of the Handling of Mail Items shall always be at charge of the Customer and in forthcoming case shall be added to and payable with the price.

4. Payment methods

4.1. Franking Mark Postal Paid (PP)

4.1.1. Payment in cash

Each Drop of Mail Items franked by means of the Franking Mark Postal Paid must be paid in cash at the Place of Drop prior to Drop in one of the following ways:

- (i) bank transfer to the giro account of the MassPost Centre concerned;
- (ii) certified banker's cheque; or
- (iii) electronic payment if the Place of Drop is equipped with a terminal for this purpose.

4.1.2. Payment term

Contrary to article 4.2.1 above and at the request of the Customer, bpost may grant the Customer a payment term, which in principle is 30 days. If bpost grants the Customer this payment term, bpost will notify the Customer of this term. bpost may attach conditions to this payment term, as stated in the specific communication by bpost to the Customer, notably:

- (i) the provision of a bank guarantee;
- (ii) the transfer to bpost of an interest-free provision; and/or
- (iii) the setting up of a standing order for the payment of invoices issued by bpost.

If the Customer fails to pay an invoice by the due date, if outstanding or unilaterally withdrawn standing orders are returned to bpost, if the Customer fails to fulfil its obligations as stated in the specific communication concerning the delivery term or if a change in the Customer's credit or solvency situation (including a change in the credit limit set by bpost or the total amount of invoices of the Customer) no longer justifies the payment term granted to the Customer, bpost reserves the right to withdraw the payment term and to demand the immediate payment in cash of subsequent Deposits, in accordance with Article 4.1.1 above and without prejudice to the provisions of Article 6.3 below.

The amount of any guarantee is mentioned in the specific communication. bpost reserves the right to unilaterally revise this amount, based among other things on the Customer's credit or solvency situation (including the change to the credit limit set by bpost or the total amount of the invoices of the Customer). Until the guarantee is changed the Customer undertakes to pay the following Drops in

accordance with article 4.1.1 above. Unless otherwise provided for in the specific communication, the guarantee provided by the Customer covers the obligations of the Customer as well as any Acceding Authorised Senders and concerns all the Drops made under the Contract. In the month following the coming into force of the Contract, depending on the situation the Customer must:

- (i) establish the bank guarantee in a form acceptable to bpost and send it to bpost;
- (ii) transfer the interest-free provision to the following account (IBAN): BE94 0000 0000 1414 | BIC BPOTBEB1 of bpost, Finance & Accounting, Accounts Receivable, Service facturation, Centre Monnaie, 1000 Brussels;
- (iii) Provide to bpost in a form acceptable to bpost the proof of the standing order instruction in favour of bpost for the payment of invoices under the Contract.

The bank guarantee and the proof of the standing order instruction must be submitted to bpost, Finance & Accounting, Credit & Collection, Centre Monnaie, 1000 Brussels.

Until the guarantee has been granted or the standing order has been set up, the Customer undertakes to pay in cash, in accordance with Article 4.1.1 above.

If the Customer has already provided a bank guarantee or transferred a provision with respect to another Contract concluded with bpost, bpost may accept this bank guarantee or provision as also being valid under the Contract. In that event the Customer will not have to establish a new bank guarantee or transfer a new provision. The amount of the existing bank guarantee or interest-free provision may be adjusted, on the basis of the amount combined with the amount of the Contract. Until this adjustment is made the Customer undertakes to pay in cash, in accordance with Article 4.1.1 above.

If the Customer does not owe bpost any money at the expiry of all contractual relations between bpost and the Customer, the bank guarantee will be released or the provision reimbursed to the Customer on receipt of the request of the Customer to this end by registered mail.

4.2. Franking machine

4.2.1. If the Customer pays the franking on its Mail Items by means of a Franking Machine, it must pay the franking on these Mail Items at the applicable Standard Tariff.

4.2.2. bpost shall in this case issue a credit note for an amount equal to the difference between the Standard Tariff printed on the Mail Items by means of a franking machine and the tariff stated in the Contract increased by an amount of EUR 12.40 administration fees. This credit note shall be sent to the Customer within fifteen (15) Business Days of the Drop. The difference between the Standard Tariff and the tariff stated in the Contract shall

be reimbursed to the Customer by bank transfer to the Customer's account within five (5) Business Days of the sending of the credit note.

5. Invoicing

5.1. General

5.1.1. Regardless of both the payment method chosen by the Customer and whether or not the invoices have to be paid in cash, an invoice will always be issued for the Drops made at the MassPost (Hyper)Centres. The invoice will be based on the Drop Summary, as it may have been modified by bpost after the results of subsequent checks.

5.1.2. bpost issues an invoice every week relating to the Drops of the Customer. Furthermore, in the event that the Customer has concluded a Contract providing for the payment of a subscription fee, bpost will issue an invoice every month relating to the amount of this subscription fee.

5.1.3. Each invoice is payable in full and in a single instalment to the Customer's bank into account 000-4000007-18 (IBAN BE50 bpost, Finance & Accounting, Accounts Receivable, Invoicing, Centre Monnaie, 1000 Brussels).

5.2. Disputes and non-payment of invoices

5.2.1. If an invoice is disputed by the Customer in part or in whole, the Customer must dispute the invoice within twenty (20) Business Days of the date of this invoice. At the end of these twenty (20) Business Days, the invoice is deemed to be accepted by the Customer. This objection must state the date and number of the invoice and must be addressed together with a copy of the Drop Summary on which the invoice concerned was based. This objection must be addressed to bpost in one of the following ways:

- by mail at the following address:
bpost, Service Centre - PO Box 5000 - 1000 Brussels;
- by email at the following address: service.centre@bpost.be;
- using the form available at www.bpost.be/mafacture.

If the Customer disputes only part of the invoice rather than the entire invoice, its obligation to pay remains in full force for the remaining undisputed part of the invoice.

5.2.2. In the event of a disputed invoice, bpost examines the objection. If the requested change (of substance or style) is considered to be well founded, bpost will rectify the invoice in question a single time free of charge. If the requested change is unfounded, the Customer will be notified thereof by bpost and will be obliged to immediately settle the invoice.

5.2.3. Any amount not paid by the due date shall give rise automatically and without prior notice of default to the legal interest from the due date until the date of full payment.

bpost also reserves the right to claim fixed compensation of 15% of the invoiced amount or EUR 65, whichever is higher, without prior notice. The failure to state the interest rate or the fixed compensation in any notice of default does not entail any waiving of bpost's right to claim interest and/or fixed compensation at a later date. The Customer cannot claim any set-off or retention right vis-à-vis bpost.

5.2.4. The Customer shall be charged a fixed administration cost of EUR 7.50 for every request for a duplicate of an invoice, contract, purchase orders, Drop Forms, Drop Authorisations etc. for each duplicate, starting with the tenth duplicate. The Customer may request a duplicate of Drop Forms and Drop Summaries only for a period of three (3) months from the date of Drop of the Mail Items. bpost reserves the right to reject a request for the issue of duplicates of Drop Forms and Drop Summaries.

6. Other contractual provisions

6.1. Declarations of the Customer

6.1.1. The Customer declares that it is a legal entity lawfully established for an unlimited term and legitimately registered with all appropriate state bodies.

6.1.2. The Customer has the requisite powers, has made all necessary notifications and has received all requisite internal and external approvals and licences to enter into the Contract and to perform the obligations it enters into as part of the Contract in accordance with its provisions.

6.1.3. Entering into the Contract does not constitute an infringement of the Customer's articles of association, nor of any judgement, ruling, order or administrative decision applicable to it or to any agreement, legal provision or other obligation it is bound by.

6.1.4. The Contract is legitimately entered into by the Customer and the duties of the Customer under the Contract are lawful, valid and enforceable vis-à-vis the Customer.

6.2. Distribution duty

bpost's duty of distribution with respect to the Mail Items under the Contract comes into effect only by and at the time of the submission by bpost of the Drop Summary to the Customer. The preceding sentence does not infringe on bpost's rights under article 6.3, 6.4 or 6.5 or any other right it holds based on the Contract or the law in the event of the Customer's non-fulfilment of the Contract.

6.3. Consequences of non-respect of the Contract

Without prejudice to the provisions with respect to liability in the General Conditions for Postal Services and/ or the provisions of article 6.4 below, bpost can decide to apply

one or more of the following or other measures (non exhaustive list), depending on the circumstances, without such giving reason to any form of compensation (including compensation for any delay in the Handling of the Drop in question) if the Customer fails to fulfil one of its obligations under the Contract or the Operational Guide, if a Drop does not fulfil the applicable drop conditions or if the information to be provided by the Customer under the Contract is incorrect or incomplete:

- (i) reject the Drop in question or suspend its Handling;
- (ii) handle the Drop in question applying the tariffs that apply to non-contractual DM Easy Drops or Clean Mail Drops (provided the conditions thereto are fulfilled) or to Standard Tariffs;
- (iii) in the event of Drops of DM Pulse Mail Items not made by the Customer in accordance with the planning, invoice the Customer the total value of the Drops in question; for the planned DM Easy and DM Connect Drops, apply the cancellation fees or no-show fees if a planning is not kept to, by virtue of articles 2.3.2 and 3.3.3 of part iii (A) of these General Conditions;
- (iv) handle the Drop in question invoicing a supplement to the Customer (resulting for example from incorrect packaging, from incorrect or incomplete communication of information, from noncompliance with the access conditions to a Group of Mail Items, from a change to the Drop type of the Group of Mail Items, retroactively if need be, for Drops of DM Pulse Mail Items, without this list being restrictive);
- (v) refuse to grant Operational Discounts;
- (vi) postpone the delivery of the Mail Items of the Drop in question;
- (vii) suspend the performance of the relevant Contract subject to prior notification to the Customer, without affecting the Customer's obligation to reimburse bpost the administrative costs and storage charge if a Drop is refused or suspended.

6.4. Termination

6.4.1. Notwithstanding the provisions of the Letters Agreement or Direct Mail Agreement, either party may unilaterally terminate the Agreement at any time, provided notice has been served no less than three months by registered letter, commencing on the first day of the month following the month during which the letter was sent. For Contracts providing for a final statement of tariffs at the end of the Contract, in case of termination by bpost, and the duration of the Contract is less than 1 year, the final statement will be calculated pro rata temporis.

6.4.2. Without prejudice to its other rights, each Party is entitled to terminate the Contract automatically (without judicial intervention), subject to notification by registered letter if the other Party:

- is guilty of an intentional infringement of the Contract, fraud or any behavior that is contrary to the Commercial Practices Act; and/or
- ends or threatens to end its activities.

6.4.3. In addition, each Party is entitled to terminate the Contract automatically (without judicial intervention), subject to notification by registered letter if:

- a liquidator or administrator is appointed to administer the property or assets of the other Party;
- the other Party is declared bankrupt, is clearly unable to pay or suspends payment;
- the other Party is liquidated (with the exception of a liquidation as part of a reorganisation that occurs in such a way that the solvent company established as a consequence continues to be bound by the obligations imposed to the other Party under the Contract).

6.4.4. In addition, the Parties may unilaterally terminate the Contract at any time with immediate effect by registered letter, without prior notice and without payment of any compensation, if new statutory or regulatory provisions are introduced that would obstruct the continuation of the performance of the Contract.

6.4.5. If a Contract providing for the payment of a Subscription Fee is terminated under article 6.4, the Subscription Fee for a period of three months that already started at the time of termination, will still be due. If the Subscription Contribution has not yet been paid, the Customer is still under the obligation to pay the entire Subscription Fee. For Contracts providing for a final statement of tariffs at the end of the Contract, this final statement will not be done pro rata temporis if this Contract is terminated in accordance with articles 6.4.2., 6.4.3. ou 6.4.4.

6.5. Intellectual property rights

6.5.1. The intellectual property rights with respect to drawings, models, works of literature and/or literary documents among other things (stored in a durable way or in machine language), reports, software and databases, as well as the methods, knowhow, concepts and other innovations bpost owns or holds a licence to, shall continue to revert to bpost as the owner or licence holder and the ownership of all intellectual property rights arising from a change to or modification of these rights, know-how and innovations shall automatically revert to bpost.

6.5.2. With the exception of the licensing rights granted to the Customer by bpost with a view to the use by the Customer of certain computer programmes, the Customer must refrain from using the rights, know-how and innovations of bpost in any way without prior explicit written consent from bpost. The Customer guarantees that its employees, agents and subcontractors are also bound by this obligation.

6.5.3. Each Sender remains holder of the intellectual property rights included in any Mail Item entrusted to bpost and is entirely responsible for the content of these Mail Items. The Customer shall compensate bpost in full in the event of claims by third parties with regard to the infringement of one of these intellectual property rights.

6.6. Subcontracting

bpost reserves the right to use subcontractors for the performance of the Contract.

6.7. Entire Contract

The Contract contains all agreements between the Parties with respect to the object of the Contract and replaces all other earlier oral or written agreements, arrangements, requests, offers or declarations between Parties with respect to the object of the Contract.

6.8. Transferability

6.8.1. None of the Parties may transfer the Contract without prior written consent from the other Party, it being understood that bpost shall be entitled to transfer the Contract to an affiliated company.

6.8.2. bpost is entitled to reject a transfer request from the Customer. In addition, bpost may make its consent conditional on the fulfilment of the conditions it sees fit, without the Customer having any claim or right to compensation from bpost.

6.9. Severability

The nullity or unenforceability of part of the Contract for whatever reason shall not affect the validity and enforceability of the remaining provisions of the Contract.

6.10. Waiving of rights

If a Party fails to impose compliance with a right under the Contract, this cannot be construed as a waiver of that right or of the legal remedies thereto and this shall not compromise the validity of the Contract. The waiving of rights with respect to an infringement of the Contract does not entail any waiving of rights with respect to past or future infringements of the Contract.

6.11. Independence of Parties

6.11.1. Unless otherwise agreed, no single provision in the Contract shall be considered to lead to the establishment of a partnership or company involving the Parties.

6.11.2. Unless otherwise agreed, each Party shall act as an independent entity when entering into or performing the Contract. Unless otherwise agreed, no single provision in the Contract and no behaviour of the Parties in performing the Contract shall lead to the establishment of a company, association, temporary combination, joint venture or any other partnership involving the Parties.

6.12. Applicable law and settlement of disputes

The Contract is governed by Belgian law. The courts of the judicial district of Brussels have exclusive jurisdiction to rule on any dispute with respect to the interpretation or performance of the Contract.

6.13. Modifications

Unless the Contract explicitly states otherwise, it can only be modified by written agreement between the Parties. Nonetheless, bpost can change this Contract (including the General Conditions and the Operational Guides) if the applicable legislation is changed or in case of a decision, a judgement or another coercive intervention, with regard to the stipulations of that legislation, decision, judgement or coercive intervention. The General Conditions and Operational Guides can be changed unilaterally by bpost at all times.

bpost gives the Customer notice in writing of these modifications, at least one month before those modifications come into force. If the Customer does not agree to those modifications, the Customer can cancel the agreement in writing unilaterally and without compensation within one month of the notification of the modifications by bpost. The Contract will then be terminated on the last day of the month following the month in which the Customer notified bpost that it does not agree with the modifications. In this case, settlement and billing will be done pro rata temporis. For the pro rata temporis calculations, a year is considered to be composed of 365 days and a period of three months 91 days.

6.14. Hierarchy of contractual documents

If conflicts arise between the provisions of all contractual documents, this sequence determines which of the conflicting provisions shall prevail: (i) the Contract; (ii) the Tariff Annex; (iii) these General Conditions; (iv) the General Conditions concerning services by bpost; (v) the Operational Guides.

Part III. Special provisions

This part of the General Conditions for Addressed Mail Items (domestic) contains the conditions applicable to a specific Group of Mail Items.

A. Direct Mail items

1. General provisions applicable to Drops of all types of Direct Mail Items

In addition to the drop conditions for the Small Format, Large Format or Large+ Format Mail Items stated in the Operational Guides and where applicable in the Contract, the following special Drop conditions are also applicable to Drops of all types of Direct Mail Items.

Every Direct Mail Drop must be composed of Mail Items:

- (i) meeting the definition of Direct Mail Item;
- (ii) with the same dimensions and the same format (Small, Large, Large+ or, in case of DM Easy);
- (iii) with the same packaging;
- (iv) subject to the same Sorting Type;
- (v) with the same weight; and (vi) bearing on the Mail Items a return address located in Belgium.

2. Special provisions applicable to Drops of DM Easy Mail Items

In addition to the provisions stated in the Masspost Guide, the following special provisions also apply to Drops of DM Easy Mail Items.

2.1. Special Drop conditions

Drops of DM Easy Mail Items must be composed of:

- (i) be composed of at least 500 Direct Mail Items;
- (ii) be composed of Direct Mail Items in Small Format, Large Format, Large+ Format, weighing no more than 2,000 grams;
- (iii) be provided to bpost in the trays and trolley provided by bpost.

2.2. Planning

Planning through e-MassPost is compulsory for Drops exceeding:

- 100,000 Small Format Mail Items; and/or
- 50,000 Large Format or Large+ Format Mail Items; It is optional in all other cases. A (compulsory or optional) planning must be done through e-MassPost (Booking) no later than 5 Business Days before the announced Drop date, stating (at least) the following parameters:
- Drop date
- Place of Drop
- Mail Item Format
- Mail Item quantity
- Unit weight

To be eligible for the Operational Discount “Booking Discount” as described in point 2.3.2., the Customer will have to select the Operational Discount “Booking Discount” during the planning process in e-MassPost,. This applies to both compulsory and optional planning.

2.3. Operational Discount linked to the prior planning of the Drop (Booking Discount).

If the Customer plans its Drop in advance, in accordance with article 2.2. above, has selected the Operational Discount “Booking Discount” during the planning process in e-MassPost and the Drop is in conformity with what has

been planned, the Customer will be given the Operational “Booking Discount” on the tariff that applies to this Drop as per the table below:

	Drop Volume	Discount
Small Format	5.000 or more Mail Items	1%
Large Format	15.000 or more Mail Items	2%
Large+ Format	25.000 or more Mail Items	3%

The following rules apply if the Customer changes the planned Drop within 4 Business Days of the announced Drop date:

Time of change	Change of at least one of these parameters	Impact on the Booking Discount
D-4 to D-0	Number of Mail Items ¹ Drop location Mail Item format Advancement of the Drop date	Loss of the Booking Discount
D-4 to D-2 (22:00)	Postponement of the Drop date ²	When postponing in e-MassPost, the Customer must choose between: <ul style="list-style-type: none"> • Loss of the Booking Discount and maintenance of the delivery term (D+1-2, for Large+ Format Items D+1-4). • Loss of the Booking Discount and lengthening of the delivery term (D+1-4)
D-2 (22 uur) to D-1 (22:00)	Postponement of the Drop date ²	Loss of the Booking Discount

If the Customer chooses to request the Booking Discount and the Drop is not made in line with the original planning or if it is amended, a fine of 3% of the tariff that applies to the Drop will be payable by the Customer (cancellation charge or no show fee). Postponement by the Customer after D-1 (22:00) will automatically be deemed to be a no show and the customer will therefore have to pay the fine, being 3% of the tariff that applies to the Drop.

The above rules apply to both compulsory and optional planning.

2.4. Place of Drop and time and Handling of Mail Items

If the Customer fulfils all conditions and obligations in the Contract applicable to DM Easy Mail Items, including those provisions mentioned in the MassPost Guide, bpost shall use its best efforts to deliver the DM Easy Mail Items Small and Large Format on D+1 or 2 (within 2 Business Days after the day of Drop). For DM Easy Mail Items Large+ Format, bpost shall use its best efforts to deliver the Mail Items on D+1 à 4 after the day of Drop.

3. Special provisions applicable to Drops of DM Connect Mail Items

In addition to the provisions stated in article 1 above the following special provisions also apply to Drops of DM Connect Mail Items.

3.1. Special Drop conditions

Drops of DM Connect Mail Items must:

- (i) be composed of at least 500 Direct Mail Items;
- (ii) be composed of Small Format or Large Format or large+ Format Mail Items weighing no more than 2,000g; and
- (iii) be processed with the Mail ID Technology, with the following specificities:

- the Electronic address file sent must contain, for each Mail Item, as a minimum the address of the addressee;
- each Mail Item must bear a Mail ID barcode and for Large Format and Large+ Format Mail Items sorted by Round and sequence a sequence reference code;

- (iv) achieve a minimum 96% ARR;
- (v) be announced through e-MassPost;
- (vi) be dropped off in trays and containers placed at the Customer's disposal by bpost.

3.2. Planning

Planning through e-MassPost is compulsory for Drops exceeding:

- 100,000 Small Format Mail Items; or
- 50,000 Large or Large+ Format Mail Items.

It is optional in all other cases. A (compulsory or optional) planning must be done through e-MassPost (Booking) no later than 5 Business Days before the announced Drop date, stating (at least) the following parameters:

- Drop date
- Place of Drop
- Mail Item Format
- Sorting type
- Mail Item quantity
- Unit weight

To be eligible for the Operational Discount "Booking Discount" as described in point 3.3.3, the Customer will have to select the Operational Discount "Booking Discount" during the planning process in e-MassPost. This applies to both compulsory and optional planning.

3.3. Operational Discounts for each Drop

3.3.1. Operational Discount linked to the Drop volume by Sorting Type (SortSize Discount)

Depending on the Sorting Type applied within a Drop, the Customer shall be granted an Operational Discount on the applicable tariff for this Drop, in accordance with the following tables:

Small Format:

Sorting Type	Drop volume	Operational Discount
Sorting Plan	25.000 - 99.999 Mail Items	5,5%
	100.000 - 199.999 Mail Items	11,0%
	200.000 or more Mail Items	16,5%

Large Format & Large+ Format:

Sorting Type	Drop Volume	Operational Discount
Round and Sequence Multi	10.000 - 24.999 Mail Items	4,4%
	25.000 - 49.999 Mail Items	6,6%
	50.000 - 99.999 Mail Items	13,5%
	100.000 - 199.999 Mail Items	15,8%
	200.000 or more Mail Items	22,7%

Sorting Type	Drop Volume	Operational Discount
Round and Sequence Unique	10.000 - 24.999 Mail Items	4,4%
	25.000 - 49.999 Mail Items	11,0%
	50.000 - 99.999 Mail Items	17,6%
	100.000 - 199.999 Mail Items	19,8%
	200.000 or more Mail Items	26,4%

3.3.2. Operational Discount linked to the Address Recognition Rate (ARR) (Data Quality Discount).

If the ARR (Address Recognition Rate) of a Drop of Direct Mail Items is higher than 97%, the Customer shall be granted an Operational Discount on the tariff applicable to the Drop in accordance with the following table:

ARR	Operational Discount
≥ 97%	0,5%
≥ 99%	1,0%

As a reminder, a minimum ARR of 96% is required to access the DM Connect product.

3.3.3. Operational Discount linked to the prior planning of the Drop (Booking Discount).

If the Customer plans its Drop in advance, in accordance with article 3.2. above, has selected the Operational Discount "Booking Discount" during the planning process in e-MassPost and the Drop is in conformity with what has been planned, the Customer will be given the Operational

¹ Can be changed to 2.500 pieces at 25.000 Mail items, 10.000 pieces to 100.000 Mail items and from 100.000 shipments 10% without loss of the Operational Discount.

² Can be changed till maximum 30 days after the original Drop date.

Discount “Booking Discount” on the tariff that applies to this Drop as per the table below:

Format	Drop Volume	Discount
Small Format	5.000 or more Mail Items	1%
Large Format	15.000 or more Mail Items	2%
Large+ Format	25.000 or more Mail Items	3%

The following rules apply if the Customer changes the planned Drop within 4 Business Days of the announced

Drop date	Time of change Change of at least one of these parameters	Impact on the Booking Discount
D-4 to D0	<ul style="list-style-type: none"> Number of Mail Items¹ Drop location Mail Item format Mail Item sorting Advancement of the Drop date 	Loss of the Booking Discount
D-4 to D-2 (22:00)	Postponement of the Drop date ²	When postponing in e-MassPost, the Customer must choose between: Loss of the Booking Discount and maintenance of the delivery term (D+1-2, for Large+ Format Items D+1-4) Loss of the Booking Discount and lengthening of the delivery term (D+1-4)
D-2 (22:00) to D-1 (22:00)	Postponement of the Drop date ²	Loss of the Booking Discount

If the Customer chooses to request the Booking Discount and the Drop is not made in line with the original planning or if it is amended, a fine of 3% of the tariff that applies to the Drop will be payable by the Customer (cancellation charge or no show fee). Postponement by the Customer after D-1 (22:00) will automatically be deemed to be a no show and the customer will therefore have to pay the fine, being 3% of the tariff that applies to the Drop.

The above rules apply to both compulsory and optional planning.

3.3.4. Operational Discount linked to the addition of the name (or company name) of the addressee in the Electronic address file (Mail ID+ Discount)

If the Customer sends the Electronic address file containing the address, and the first and last name of the addressee (or, if the addressee is a legal entity, its address and company name) for each Mail Item in a Drop, the Customer will be granted an Operational Discount of 1% on the tariff applicable to this Drop.

3.3.5. Operational Discount linked to the Time of Drop (Early Validation Discount).

If the Customer validates his announcement of his DM Connect Mail Items before 10am a Working Day before Dropdate via e-MassPost tool in accordance with the provisions of the e-MassPost Operational Guide, he shall be granted a 1.5% discount on the applicable tariff of the Drop.

3.4. Place of Drop and time and Handling of Mail Items

If the Customer fulfils all conditions and obligations in the Contract applicable to DM Connect Mail Items, including those in the MassPost Guide, bpost shall use its best efforts to deliver the DM Connect Mail Items Small and Large Format on D+1or2 (within two Business Days of Drop). For DM Connect Large+ Format Mail Items on D+1 or 4.

4. Special provisions applicable to Drops DM Pulse Mail Items

Over and above the provisions stated in article 1 above, the following special provisions also apply to Drops DM Pulse Mail Items

4.1. Special Drop conditions

The DM Pulse Drops must:

- (i) be composed of at least 25,000 Direct Mail Items;
- (ii) be composed of Direct Mail Items Small Format or Large Format of no more than 350 g;
- (iii) be sorted by ‘sorting plan’ for Small Format Mail Items and by ‘Round and sequence Unique or Multi’ for Large Format Mail Items;
- (iv) be processed with the Mail ID Technology, with the following specificities:

- the Electronic address file sent must contain, for each Mail Item, as a minimum the address of the addressee, together with the name and first name of the addressee (or, if the addressee is a legal entity, its company name);
- each Mail Item must bear a Mail ID barcode and - for Large Format Mail Items sorted by Round and sequence - a sequence reference code;

- (v) achieve a minimum 98% ARR;
- (vi) be dropped off in trays and containers placed at the Customer’s disposal by bpost; In addition,
- (vii) the DM Pulse Drops must fulfil the recurrence conditions stated in the Tariff Annex and must achieve a minimal frequency of one Drop every two weeks, with a minimum of 26 Drops during the term of the Tariff Annex, being understood that the number of Drops may be reduced to a minimum of 24 Drops due to the absence of (no more than 2) Drops during the official Belgian school holidays. If the Drop type of more than 2 DM Pulse Drops has been changed to DM Connect or DM Easy or two planned DM Pulse Drops have not been completed, the Drop type of all the DM Pulse Drops already invoiced will be changed to

DM Connect. The Drops planned for the future will no longer benefit from the DM Pulse tariffs;
 (viii) for each Drop, the list of addressees and the quantity of Mail Items must be identical, except in the following cases:

- variations in the quantity of Mail Items linked to openings or closures of a point of sale of the Customer during the term of the Tariff Annex (which information must be provided at the time of the Pre-Booking or the threemonthly review); and/or
- positive variations in the quantity of Mail Items linked to the seasonal activity of the Customer (with no more than 2 variations per year); and/or
- possible variations of over 10% with regard to the total planned quantity during Pre-Booking, being understood that the quantity in excess of the authorised 10% variance will be operationally dropped as DM Pulse but invoiced at the DM Connect tariff.

(ix) the Electronic address file of the first Drop is deemed to be the reference Electronic address file. It must be provided to bpost through e-MassPost during the Pre-Booking phase (which occurs no later than at the conclusion of the Tariff Annex). If less than 90% of the addressees' addresses in the reference Electronic address file are in the Electronic address file provided at the time of each Drop (no later than the time of the Announcement), the Drop type will be changed to DM Connect. In addition, the quantities of Mail Items planned for each Drop during Pre-Booking must not be more than 10% higher or lower than the quantities planned at the time of the first Drop;

(x) During each period of three months, the reference Electronic address file and the reference quantity of Mail Items may be changed in accordance with the process set down in the Tariff Annex, provided that the new reference Electronic address file contains at least 90% of the addresses in the original reference Electronic address file and the quantities planned for each Drop are no more than 10% higher or lower than the quantities of the first Drop of the year;

(xi) the DM Pulse Drops must always be made on the same day of the week being understood that no more than two Drops can be made on another day of the week, provided that this change is planned during the Pre-Booking and approved by bpost; and

(xii) the DM Pulse Drops must be planned in accordance with article 5.2 below;

(xiii) a DM Pulse Mail Item is never an Extra Large format.

4.2. Planning

4.2.1. First planning no later than when the Tariff Annex is concluded (Pre-Booking)

The first planning of each Drop must be completed (Pre-Booking) when the Tariff Annex is concluded. During this

first planning step (Pre-Booking), the Customer must provide at least the details in the table below. Some details may be changed without consequence, while others may be changed only by changing the Drop type to DM Connect:

Details	Possibility of change
Drop date	Change permitted by changing the Drop type to DM Connect
Place of Drop	Change permitted by changing the Drop type to DM Connect
Mail Item Format	Change permitted by changing the Drop type to DM Connect
Sorting Type	Change permitted by changing the Drop type to DM Connect
Mail Item quantities	Change permitted by up to 10,000 Mail Items. Beyond this threshold, a change in the total quantity of Mail Items by over 10% will result in the drop type being changed to DM Connect
Electronic address file	Change permitted up to the Mail Items Announcement phase, subject to the limits stated above

4.2.2. Planning confirmation no later than 5 Business Days before the Drop (Booking).

The planning of each Drop must also be confirmed through e-MassPost (Booking) no later than 5 Business Days before the Drop Date. At the time of this Drop confirmation the Customer must also state the unit weight of the Mail Items that make up this Drop. The Customer must also upload the Electronic address file for the Mail Items. After this deadline, some data cannot be changed:

Details	Possibility of change
Drop date	Change permitted by changing the Drop type to DM Connect
Place of Drop	Change permitted by changing the Drop type to DM Connect
Electronic address file	Change permitted up to the Announcement phase, subject to the limits stated above
Mail Item quantities	Change permitted by up to 10,000 Mail Items. Beyond this threshold, a change in the total quantity of Mail Items planned at the time of the Booking by over 5% will result in the drop type being changed to DM Connect.
Mail Item Format	Change permitted by changing the Drop type to DM Connect
Sorting Type	Change permitted by changing the Drop type to DM Connect

4.3. Operational Discounts according to the Drop volume by Sorting Type (SortSize Discount)

During each Drop, the Client may be granted an Operational Discount according to the volume of the Drop, in accordance with the following tables:

Small Format:		
Sorting Type	Drop Volume	Discount
Sorting Plan	25.000 - 99.999 Mail Items	5,85%
	100.000 - 199.999 Mail Items	11,70%
	200.000 or more Mail Items	17,55%

Large Format:		
Sorting Type	Drop Volume	Discount
Round and sequence Unique	10.000 - 24.999 Mail Items	4,70%
	25.000 - 49.999 Mail Items	11,70%
	50.000 - 99.999 Mail Items	18,70%
	100.000 - 199.999 Mail Items	21,05%
	200.000 or more Mail Items	28,10%

Sorting Type	Drop Volume	Discount
Round and sequence Unique Multi	10.000 - 24.999 Mail Items	4,70%
	25.000 - 49.999 Mail Items	9,93%
	50.000 - 99.999 Mail Items	17,07%
	100.000 - 199.999 Mail Items	19,47%
	200.000 or more Mail Items	26,66%

4.4. Place of Drop and time Handling of Mail Items

4.4.1. If the Customer makes its Drop before 3pm in a Mass-Post Hyper Centre and fulfils all conditions and obligations in the Contract applicable to DM Pulse Mail Items, bpost shall use its best efforts to deliver the DM Pulse Mail Items on D+3 (ie, within three working days after the day of deposit).

4.4.2. On request of bpost, bpost and the Customer may agree that if the Customer makes its Drop before 11am in each of the destination MassPost Hyper Centre(s) and fulfils all conditions and obligations in the Contract applicable to DM Pulse Mail Items, bpost shall use its best efforts to deliver the DM Pulse Mail Items on D+1 (on the Business Day after Drop).

B. Letter Mail Items

1. Special Drop conditions

Over and above the drop conditions for Small Format, Large Format, Large+ Format and Special Format Mail Items as stated in the Operational Guides and any Service Annexes, the following special Drop conditions are also applicable to Letter Mail Items. A Drop of Administrative Letters must:

- (i) be composed of at least 500 Letter Mail Items;
- (ii) be composed either of Small Format or Large Format Letter Mail Items of no more than 2,000g;
- (iii) be composed of Letter Mail Items of the same dimensions and the same packaging, except for a Drop of Small Format

Letter Mail Items for which Mail Items of different dimensions are accepted;

- (iv) be sorted according to one and the same Sorting Type;
- (v) announced by e-MassPost;
- (vi) be dropped off in trays and containers placed at the Customer's disposal by bpost;
- (vii) be processed with the Mail ID Technology, with the following specificities:

- the Electronic address file sent must contain, for each Mail Item, as a minimum the address of the addressee;
- each Mail Item must bear a Mail ID barcode and for Large Format and Large+ Format Mail Items sorted by Round and sequence Unique a sequence reference code;

(iv) achieve a minimum 96% ARR; and

(v) bear on the Mail Item a return address in Belgium. If the Mail Items in a Large Format Drop or Large+ Format Drop do not bear a Mail ID barcode a 27% supplement will be invoiced to the Customer. In the other cases, article 6.3 of Part II of these General Conditions apply in full.

2. Special tariff conditions

2.1. Applicable Tariff per Weight Band

For Small Format Mail Items, the applicable Tariff will be that of the average weight of the Mail Items of the Drop, unless the Customer states the number of Mail Items per Weight Band when announcing its Drop. In this event, the Tariff will be determined on the basis of the weight of each individual Mail Item.

For Large and Large+ Format Mail Items, the Customer must state the number of Mail Items per Weight Band when announcing its Drop. The Tariff will be determined on the basis of the weight of each individual Mail Item.

2.2. Operational Discounts for each Drop

2.2.1. Operational Discount according to the Drop volume by Sorting Type (SortSize Discount)

If the Customer sorts the Mail Items within the same Drop, he will be entitled to an Operational Discount depending on the Sorting Type per Drop and on the volume of the Drop, in accordance with the table below:

Small Format:		
Sorting	Drop volume	Discount
Sorting Plan	25.000 or more Mail Items	4,5%

Large Format / Large+ Format:		
Sorting	Drop volume	Discount
Round and Sequence Unique	25.000 or more Mail Items	4,5%

2.2.2. Operational Discount linked to the Address Recognition Rate (ARR) (Data Quality Discount).

If the quality of addresses of a Drop of Letter Mail Items is higher than 97%, the Customer shall be granted an Operational Discount on the tariff applicable to the Drop in accordance with the following table:

ARR	Operational Discount
≥ 97%	0,5%
≥ 99%	1,0%

As a reminder, a minimum ARR of 96% is required to access the Letter Mail Items product.

2.2.3. Operational Discount linked to the Time of Drop (Early Drop Discount).

If the Customer drops its Letter Mail Items in a Place of Drop before noon and has announced that Drop in e-MassPost as a 'Drop before noon' in accordance with the provisions of the e-MassPost Operational Guide, it shall be granted a 3% discount on the applicable tariff of the Drop.

2.2.4. Operational Discount linked to the Time of Drop (Early Validation Discount).

If the Customer validates his announcement of his DM Connect Mail Items before 10am a Working Day before Dropdate via e-MassPost tool in accordance with the provisions of the e-MassPost Operational Guide, he shall be granted a 1.5% discount on the applicable tariff of the Drop.

2.2.5 Operational Discount linked to the addition of the name (or company name) of the addressee in the Electronic address file. (Mail ID+ Discount).

If the Customer sends the Electronic address file containing the address, and the first and last name of the addressee (or, if the addressee is a legal entity, its address and company name) for each Mail Item in a Drop, the Customer will be granted an Operational Discount of 1% on the tariff applicable to this Drop.

3. Place of Drop and time and handling of Mail Items

If the Customer fulfils all conditions and obligations in the Contract applicable to Letter Mail Items, including those stated in the MassPost Guide, bpost shall use its best efforts to deliver the Letter Mail Items on D+1 (on the Business Day after Drop).

Part IV. Protection and processing of personal data

1. Protection of personal data

1.1. Definitions: Under these general terms and conditions, "Controller", "Processor", "Data subject", "Personal Data", "Personal Data Breach" and "Processing" (and "Process") have the same meaning as in the applicable legislation on the protection of Personal data (including the General Data Protection Regulation 679/2016 ("GDPR"), hereinafter referred to as the "Privacy Regulation").

1.2. The Personal Data (first and last name, address, mobile/landline phone number or email address and position) of certain members of staff of the Customer, as provided by the Customer to bpost in order to enter into the Contract or provide the Services referred to in these general terms and conditions, will be processed by bpost, which acts as Controller with regards to the Processing of this data, with a view to providing the Services covered herein (including managing the contractual relationship, contact the Customer in the event of problems, checking processes and preventing fraud and abuse).

1.3. bpost can also use these data to contact your employees through market research or satisfaction surveys in order to improve these services.

1.4. The Customer guarantees that its members of staff have been notified of the aforementioned Processing of their Personal data by bpost.

1.5. This Personal Data may be accessible to our IT service providers on which the model contractual clauses of the European Commission have been imposed if they are located outside the European Economic Area.

1.6. The Personal Data that you have provided will be kept for 1 year at the end of which the data will be erased.

1.7. In certain circumstances, the members of staff of the Customer may access their Personal Data, have it rectified, have it deleted, restrict its Processing or request it be provided to him/her and transmitted to another Controller in a structured, commonly used and machine-readable format (right to portability) by signed and dated written request, enclosing proof of identity, to bpost, Data Protection Office, Monnaie Center(14B), 1000 Brussels or online using the link to the online form at www.bpost.be/site/fr/privacy available in our privacy charter. A complaint may be filed with the relevant authority in Belgium if no reply to this request is received: www.autoriteprotectiondonnees.be.

2. Processing of personal data

2.1. The provision of the Services (as described in these general terms and conditions) by bpost requires the Customer to share Personal Data on the addressees of mail items. Insofar as bpost processes this Personal Data to provide its Services [Example: (to organise the delivery and, where applicable, the tracking of the mail item)], it acts as Controller for such Processing of this Personal Data. [Explain why. Example: bpost checks the Processing operations of this data carried out for the handling and delivery of the mail item, decides which Personal Data must be provided, whether this Personal Data must be processed (by optical recognition or comparison with other data series) to improve the quality, whether this Personal Data must be transmitted to third parties (acting as Processors for bpost, for example), how long this Personal Data will be kept, who is permitted to access this Personal Data, whether this Personal Data must be transferred to third parties (local delivery operators) based in countries outside the EEA and in accordance with which contractual framework, whether requests to exercise their right of access or other rights are admissible, what technical and organisational measures are taken to protect the Personal Data, whether the Personal Data is entered into operational databases intended to improve address recognition performance and so on]

2.2. The Customer acts as Controller with regard to the Processing of Personal Data for which it determines the purposes and means of Processing, including collection, encoding, storing, updating and transmitting Personal Data to bpost.

2.3. The Customer guarantees bpost that (i) the Personal Data is obtained legally from the Data subjects by virtue of the Privacy Regulation and that it is also provided to bpost in compliance with this Privacy Regulation ; (ii) it gives bpost Personal Data that is up to date and pertinent bearing in mind the purposes described in the Contract; (iii) it has given the Data subjects all the necessary and pertinent information with regard to the Processing of their Personal Data, in accordance with the Privacy Regulation ; and (iv) the Processing does not infringe on the rights of third parties.

2.4. bpost and the Customer undertake to fulfil all obligations imposed on the Controllers by virtue of the Privacy Regulation for the Processing for which they act as Controller.

2.5. bpost and the Customer undertake, at all times during and after the term of the contract to which these general terms and conditions relate, to indemnify and protect the other party from any damage related to any claim, action, proceeding or demand from a competent public authority, a Data subject and/or a third party in relation to any actual or suspected breach of the Privacy Regulation resulting from the Processing of Data under these general terms and conditions or any failure by the Customer, bpost or their employees to fulfil their obligations under these general terms and conditions. Within the limits authorised by the Privacy Regulation , (1) the Customer or bpost is only liable toward the other party for (i) material damage directly caused by a serious or intentional fault by the Customer or bpost or their employees, and (ii) the death and physical injury of a natural person caused by an action or failing of the Customer or bpost or their employees in performing their duties, (2) the Customer or bpost is not liable for intangible or indirect damage, including financial damage, loss of profits and damage to the reputation or the image of the other party and (3) the liability of the Customer or bpost is limited to the amount invoiced to the Customer.

2.6. If the Services include the delivery of a mail item in a country not located in the European Economic Area, the Personal Data relating to addressees of mail items entrusted to bpost by the Customer (that is, the following categories of Personal Data: first name, last name and delivery address) are shared with a local operator in view of delivering the mail item in this foreign country, which acts as Controller for such purpose. If it is located outside the European Economic Area, the model contractual clauses of the European Commission have been imposed on it.

2.7. The Customer guarantees that its addressees have been notified of the aforementioned Processing of their Personal Data by bpost and these third party operators.

2.8. This Personal Data may be accessible to our IT service providers on which the model contractual clauses of the European Commission have been imposed if they are located outside the European Economic Area.